

3. Restrictions

- (a) *Hardware.* The infrastructure intended for public use is owned by iFiber. Customers are not allowed access to equipment operated and owned by iFiber. Initial building equipment will be provided by iFiber through funding from NTIA grant funding. Future equipment upgrades and/or replacements will be the responsibility of the Customer.
- (b) *Installation of Equipment.* Any network equipment required to be installed into the iFiber infrastructure will be installed by authorized iFiber personnel only. iFiber will authorize and specify equipment compatible with iFiber on an as needed basis.
- (c) *Authorized Use.* iFiber network connections are only for use by the authorized party to which service is granted. Connections may not be shared by any means including wired or wireless networking except as authorized by iFiber.

4. Maintenance

- (a) *Facilities.* iFiber reserves the right to schedule regular or emergency maintenance on the network equipment. iFiber's general policy for scheduling maintenance is with advanced warning and during off peak usage hours.
- (b) *Losses.* iFiber cannot be held liable for losses incurred due to planned or unplanned outages in service.

5. Security

- (a) *Right to Monitor and Control Content.* iFiber has no obligation to monitor information or material on the system or network. However, Customer agrees that iFiber has the right to monitor the system electronically from time to time to disclose any information as necessary to satisfy the law, regulation, or other governmental request, to operate properly, or to protect itself or its users. iFiber will not intentionally monitor or disclose any private information unless required by law.
- (b) *Laws.* Use of the services provided must comply with all existing Federal, State, and Local rules and regulations.

6. Payment

Customer shall pay for Services in this Agreement according to the schedule in Exhibit A. Without limiting the foregoing, Customer shall pay any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by iFiber or billed separately by a telecommunications provider), and all sales and use taxes, as well as duties or levies arising in connection with the Services. All other amounts will be billed as the service or charge is incurred. Payment is due within thirty (30) days from the date appearing on the invoice. Customer will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid forty-five (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to iFiber through the Universal Services Fund (USF) program.

7. Term and Termination

- (a) *Term.* The term of this Agreement begins on the first date that network connectivity is provided by iFiber, and shall be for a period of five (5) years.
- (b) *Renewals.* Unless either party gives a written termination notice at least thirty (30) days prior to the end of the current term (whether it is the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.
- (c) *Early Termination.* If Customer terminates this Agreement for any reason other than iFiber's breach of its responsibilities under this Agreement before the end of the term, or if iFiber terminates this Agreement because of a violation by Customer of any term or provision of this Agreement including, but not limited to, Customer's failure to make any payment when due, then Customer shall be responsible for and shall pay (i) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by iFiber, (ii) any additional early termination penalties or charges assessed by the telecommunications carrier, (iii) the balance of any remaining fiber access fees or amortized install charges, (iv) all costs associated with disconnecting Customer's service and removing any equipment from Customer's site (charged at the then-applicable rates for maintenance), (v) any outstanding amounts previously incurred for maintenance, (vi) if Customer previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and the balance remaining plus any assessed administrative charge are due and payable upon termination. In the event Customer requests iFiber to continue providing any portion of the Services beyond the requested termination date, Customer agrees to pay iFiber for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 6 above. The above termination penalties do not apply to service moves or upgrades.
- (d) *Termination.* Upon termination of dedicated service with iFiber, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Customer agrees that all IP addresses assigned from iFiber's CIDR block shall be promptly returned. In addition, Customer shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.
- (e) *Price Adjustments.* If iFiber initiates reduced Customer Fees to its Non-Profit Customers during the Agreement period, Customer may renew this Agreement at the new rates for a term of equal or greater length than the balance remaining on the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period. If this Agreement provides Customer access via fiber connectivity, the Customer may renew at the new rates for a period coterminous with the initial agreement term.

8. Limited Warranty

iFiber will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF CUSTOMER. iFiber SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS

OR IMPLIED WARRANTY OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Rights and Obligations of Customer

Customer is Responsible to Its Authorized Users. Customer is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

10. Rights and Obligations of iFiber

iFiber is Responsible for the Operation and Maintenance of the Services. Customer shall be responsible for maintaining and managing its own network that interfaces with the Services. iFiber is not responsible for cabling that connects Customer-owned equipment to iFiber equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by iFiber to Customer or separately purchased by Customer will not be deemed a breach of iFiber's obligations under this Agreement.

11. Indemnification

Customer will indemnify, save harmless and defend iFiber and all of iFiber's members and Customers, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Customer; (ii) any negligent or tortious act or omission to act of Customer; or (iii) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party.

12. Limitation of Liability

CUSTOMERS ACCESS TO AND USE OF THE SERVICES ARE AT ITS SOLE RISK. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8 ABOVE, THE SERVICES PROVIDED BY iFiber ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. iFiber DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8 ABOVE, iFiber MAKES NO EXPRESSED OR IMPLIED WARRANTIES. iFiber AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM CUSTOMERS USE OF THE SERVICES OR THE INTERNET, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY,

MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. If Customer is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 7, above, and discontinue using the Service(s). iFiber's cumulative liability to Customer or any third party for any and all claims relating to the use of the equipment and Services provided by iFiber shall in no event exceed the amount of the annual Customer fees paid by Customer to iFiber during the twelve (12) month period ending on the date of the event giving rise to the claim. iFiber shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

13. Data Content

iFiber is not liable for the content of any data transferred either to or from Customer via the Services provided by iFiber, nor for any loss or damage, whether personal, material, or financial, suffered by Customer as a direct or indirect consequence of the Services provided by iFiber.

14. Miscellaneous

- (a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Illinois.
- (b) *Entire Agreement.* This Agreement, and the Service Order Forms entered into by the Parties from time-to time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.
- (c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber.
- (d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- (e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

iFiber

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

Organization: Cherry Valley Public Library District

Supported Locations

<i>Location</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
Cherry Valley Public Library	755 E State St	Cherry Valley	61016

Fiber Services and Pricing

<i>Location</i>	<i>Service</i>	<i>Yearly Cost</i>	<i>One Time Costs</i>
Cherry Valley Public Library	Gigabit Service	\$3,600	NA

Add-on Services and Pricing

<i>Location</i>	<i>Service</i>	<i>Yearly Cost</i>
Cherry Valley Public Library	ICN Access	\$ N/C

Equipment Provided

1. Demarcation Carrier Ethernet switch
2. Layer 3 switch
3. Fiber optic interface modules
4. Fiber optic patch cables, single mode

User Requirements

1. Provide adequate space, cooling and power
2. Provide all CAT6 patch cables
3. Provide a network interface point for iFiber to connect into
4. Allow timely access to the facility for the fiber optic cable and related equipment installations

Subject: RE: outline of Illinois library types

Date: Thursday, August 25, 2011 12:17:54 PM Central Daylight Time

From: Glenn Trommels

To: evek@cherryvalley.lib.il.us

That's great information, Eve.

You certainly have a wealth of knowledge regarding the various Library systems. Through this project, I'm learning a *lot* from people like yourself. I really appreciate the time you've spent educating me.

I received a call from Trish at the ICN (Assistant to Robin Woodsome) to schedule our conference call next Wednesday, (8/31) at 10:00 am. I think Trish said she contacted you but I just wanted to loop back to you to make sure you know.

Thanks again for all your help,
Glenn

-----Original Message-----

From: Eve Kirk [mailto:evек@cherryvalley.lib.il.us]

Sent: Thursday, August 25, 2011 1:01 PM

To: Glenn Trommels

Subject: outline of Illinois library types

Hi Glenn,

As far as I know, there is no outline! The types I know are:

- City (municipal)
- District (a geographic area)
- Village
- Township
- County (only 1 or 2 in the state, and I think they are downstate)

Mostly, you will find city(municipal) and districts. City libraries have an appointed board and get freebies from the city, such as free therms of gas for heating (very nice perk), payroll services, building and grounds maintenance, bonding from the city, city health insurance for employees, payroll services from the city, audit through the city, IMRF pension through the city, legal services through the city attorney. Not every library gets these things. It varies from place to place. The library law is very unspecific, and legacy agreements such as payment of health insurance and pension through the city is under attack during these lean times, as you well know with Rockford Public. From city administration to a new and different city administration, library law is being interpreted differently, and almost always to the financial detriment of the library. Also, the library submits its levy through the city council. The city annexes, and the library service area is the same as the city boundaries.

Library districts are completely independent with elected library boards. They levy their own taxes for the geographic district that is usually centered around a community. They have to find their own group for health

insurance. They do their own payroll and audit. They pay for their own attorney. They shovel snow from their walks, plant their own petunias, establish their own personnel rules. The library district makes payments to IMRF for pensions. A most important distinction is that they annex. They were created to annex unincorporated areas. While library districts have much more say in their governance and operations than most municipal libraries, it comes at a cost to the taxpayers. Often, a library district's rate of taxation is higher to cover all the administrative and operational costs they incur, as no help comes from the nearby city or village. So they may have a bigger budget per capita, but that is because they have greater costs associated with their operations.

Village libraries - not too many anymore, and I don't think new ones are allowed to be established. I think they have an appointed board of commissioners. I think they operate like a city library.

Township libraries - not too many anymore, and I don't think new ones are allowed to be established. Township officials do the payroll, cut the checks for library staff and vendors, provide the audit, etc.

I would think that a guy from the state library named:

H. Neil Kelley, Trustee Education Systems Consultant
217-782-1891
nkelley at ilsos.net

could help you more.

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

-----Original Message-----

From: Glenn Trommels [<mailto:Glenn.Trommels@rockfordil.gov>]
Sent: Thursday, August 25, 2011 7:48 AM
To: 'evek@cherryvalley.lib.il.us'; 'Ator, Lowell'
Subject: RE: Progress on Conference Call?

Eve,

Thanks for the detailed background information. It's very helpful. For the Rockford Public Library, they'd pay \$600/mo since they have far more than 5 PCs.

We are trying to devise a pricing model for the very small libraries who, as you point out, cannot afford \$600/mo. It's been a difficult model to craft since there are so many variables to consider.

Yes, I am surprised there are four different types of libraries, but I guess

I shouldn't be! Can you point me to a source that outlines the differences between the types?

Thanks again for your input.....

Best Regards,
Glenn

-----Original Message-----

From: Eve Kirk [mailto:evек@cherryvalley.lib.il.us]
Sent: Wednesday, August 24, 2011 5:38 PM
To: 'Ator, Lowell'; Glenn Trommels
Subject: RE: Progress on Conference Call?

Hi Lowell and Glenn,

Public libraries are not all alike. A model that would consider population served, number of computers at the library, (number of library locations if more than one - some have branches), and budget would be fair. The assessed valuation of property within library service areas can be so different and affect a library's ability to participate due to cost. All these factors are reported in public library's annual reports.

For Glenn, for iFiber's purposes, is a municipal public library like Rockford considered a department of the city? If so, will it only have to pay the extra \$100 if the city connects? Do you see the discrepancy? Let's take a different example, say Sterling Public Library, which I believe is a municipal library. Is their cost \$100 and Cherry Valley Library District \$600? And what about a little guy like Polo Public Library? They can no more afford \$600 a month than the man in the moon, but isn't the idea to connect to rural libraries and level the playing ground? We're talking here about libraries with budgets less than \$100,000 a year, maybe only \$50,000 a year. FYI, there are 4 different types of public libraries in Illinois. (Does this surprise you? This is Illinois, after all.) The governance, levy for public funds, and overall expenses vary in significant ways that affect each type's ability to pay.

Food for thought.

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

-----Original Message-----

From: Ator, Lowell [mailto:LOWELL.ATOR@Illinois.gov]
Sent: Wednesday, August 24, 2011 4:06 PM
To: Glenn Trommels
Cc: 'evек@cherryvalley.lib.il.us'
Subject: RE: Progress on Conference Call?

I've put in the request for a call, but am waiting to hear back on when. I'm checking again, now.

Regarding our new model, my understanding is that it provides for an ICN baseline bandwidth (bandwidth at no charge) several times greater than the current model, which allows for 8 Mbps for libraries. In looking at some of the ICN Policy Committee minutes on our website, one preliminary number that was mentioned was 50 Mbps for educational organizations. According to a recent newsletter related to the ICN's fiber project, we have recommended a model for libraries to the ICN Policy Committee that provides bandwidth based on the size of the population served. Again, the model and any numbers are still in the planning stage and may well not turn out to be final.

Lowell Ator
Network Engineer
State of Illinois
Central Management Services
Bureau of Communication and Computer Services
Illinois Century Network
Regional Technology Center V
815-632-4080 (Support)
815-632-4085 (Fax)
<mailto:lowell.ator@illinois.gov>
<http://www.illinois.net/rtc/five/>

-----Original Message-----

From: Glenn Trommels [<mailto:Glenn.Trommels@rockfordil.gov>]
Sent: Wednesday, August 24, 2011 1:06 PM
To: Ator, Lowell
Cc: 'evek@cherryvalley.lib.il.us'
Subject: Progress on Conference Call?
Lowell,

Just though I'd follow up with you on the conference call we're trying to get set up. In our nine-county project region, we're getting a number of questions from Libraries on the minimum bandwidth they can expect from the ICN going forward.

Even if you haven't finalized your model, just getting a sense of what the ICN is thinking would be most helpful.

Thanks in advance for your help,
Glenn

Glenn Trommels
Information Technology Director
City of Rockford, IL
glenn.trommels@rockfordil.gov <<mailto:glenn.trommels@rockfordil.gov>>
P

Please consider the environment before printing this e-mail

Subject: RE: Public library information

Date: Thursday, September 1, 2011 4:37:32 PM Central Daylight Time

From: Glenn Trommels

To: evek@cherryvalley.lib.il.us

Thanks, Eve, for all your efforts and all the information you've shared with me.

I truly appreciate it!

Best Regards,
Glenn

Glenn Trommels
Information Technology Director
City of Rockford, IL
glenn.trommels@rockfordil.gov

P

Please consider the environment before printing this e-mail

From: Eve Kirk [mailto:evек@cherryvalley.lib.il.us]

Sent: Thursday, September 01, 2011 11:28 AM

To: Glenn Trommels

Subject: Public library information

Trying to send this again. Eve K

From: Eve Kirk [mailto:evек@cherryvalley.lib.il.us]

Sent: Wednesday, August 31, 2011 11:27 AM

To: 'Woodsome, Robln'; 'glenn.trommels@rockford.il.gov'

Subject: Public library information

Hi Robln and Glenn,

Here is the information for all Illinois Public Libraries. Robert Jones is the new Illinois Public Libraries Annual Report (IPLAR) coordinator. Municipal library annual reports for FY 2010-11 have already been submitted to the state library; district libraries' deadline is Sept. 1. It seems to take the state library awhile to collate the data. Maybe Mr. Jones will be somewhat quicker, or can give you FY 2009-10 as a baseline.

Robert Jones, PLSC Data Coordinator

217-785-1168

rjones1@ilsos.net

This is the link about the collection of statistics for public libraries. Look at the bottom of the page for the links.

http://www.sos.state.il.us/departments/library/what_we_do/iplar/home.html

The most recent data available for us to look at (link below) is 2005-2006, a bit old, don't you think? However, you can take a look to see the extremely wide range of populations and funding. While Equalized Assessed Valuation (EAV) is an important number, the rate at which an individual library taxes is at least as important. In the old forms here, there is a comparison of population to overall budget which gives wildly differing amounts per capita that support individual libraries. If you have someone that can determine all the public libraries in the iFiber service area, you could plug in the funding per capita and that (in my opinion) would give you a factor from which you could model your pricing, say, in tiers or something. Just my thoughts.

http://www.sos.state.il.us/departments/library/what_we_do/iplar/fy2006/home.pdf

Hope this helps as you go forward. I really appreciate being included on the phone call. Best wishes for the iFiber and ICN Initiative going forward. We are looking forward to it.

Sincerely,

Eve Kirk, Director

Cherry Valley Public Library District

755 E. State Street

Cherry Valley, IL 61016

Ph. 815.332.5161

www.cherryvalley.lib.il.us

Subject: RE: iFiber Service Agreement & ICN bandwidth assurance
Date: Monday, March 26, 2012 2:17:45 PM Central Daylight Time
From: Glenn Trommels
To: evek@cherryvalley.lib.il.us
CC: 'Woodsome, Robin'

Eve,

I completely understand your position. ICN can commit to the 8 MB free allocation today. It's just the higher allocation level that's not quite finalized yet.

Just curious (if you're comfortable sharing), what do you pay to AT&T/Frontier today for your connection to ICN? And how much bandwidth do you get from them?

Thanks
Glenn

From: Eve Kirk [mailto:evек@cherryvalley.lib.il.us]
Sent: Monday, March 26, 2012 1:18 PM
To: Glenn Trommels
Cc: 'Woodsome, Robin'
Subject: RE: iFiber Service Agreement & ICN bandwidth assurance

Hi Glenn,

Our IT guy, Joe DiMario, who has been planning for greater bandwidth, agrees with me that we must have the ICN "free bandwidth" locked down tight before signing the iFiber agreement. We can't afford a game change in the middle of an era of sinking real estate values/shrinking property tax collection. Since it does not seem as if we can get a written assurance by tomorrow, I will put off signing the iFiber agreement and reschedule it for the end of April. You should be aware that AT&T, which provides the first leg of our T-1 line, has a list and is checking it twice. (See below.) It would seem that they want to put us on a month to month, higher-priced contract.

We really want to sign iFiber, but need positive assurance, not just a verbal agreement, that we will receive so much free bandwidth if we proceed with ICN as the manager.

Thanks,

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

“(3-21-2012)

Dear ICN Customer,

If AT&T provides your connection to ICN, please be aware of the following.

We have been notified by AT&T that they are going to be conducting a contract / billing reconciliation project over the next couple of months. At this point, the focus seems to be only on DS1 (T1) contracts. But, no matter what AT&T service you use to connect to ICN, it may be a good idea to check your contract expiration date and be prepared if they extend this project to other services.

As time goes by and contracts expire, sometimes renewal notices are not sent to the customer, yet, billing remains at the contracted rate. AT&T is going to be seeking new contracts from customers who are out of contract currently. If you do not sign a new contract, AT&T will revert your bill to month-to-month (non contract) rates.

You should receive this notice in your monthly bill from AT&T between 3/25 and 4/24. From that point, you have 60 days to sign a new contract to keep the lower contract rates. If you do not sign a new contract (and your current contract is expired), starting with the June billing cycle, you should expect to be charged the higher month to month rates.

If you have any questions or would like to discuss what connectivity options you have at your location, please feel free to call your local RTC. Our contact information is available at <http://www.illinois.net/rtc>

Thank you,

Your ICN Team"

Subject: RE: iFiber contract - still the same?

Date: Monday, November 19, 2012 3:23:44 PM Central Standard Time

From: Glenn Trommels

To: evek@cherryvalley.lib.il.us

CC: 'Woodsome, Robin'

Eve,

Thanks for the note.....I was just thinking about you. Good news! iFiber has re-priced your service agreement from \$7200/yr to \$3600/yr for the same service.

- 1) New Service Agreement attached.
- 2) Yes, the iFiber contract is for a 5 year period. And, yes, price can go down but not up within that 5 year period. See section 7(e).
- 3) Q1, 2013 is still the goal!

Let me know if you need anything else.

Best regards,
Glenn

From: Eve Kirk [mailto:evk@cherryvalley.lib.il.us]

Sent: Monday, November 19, 2012 2:29 PM

To: Glenn Trommels

Cc: 'Woodsome, Robin'

Subject: iFiber contract - still the same?

Hi Glenn and Robin,

The library's expansion and remodel (at least Phase 1 of it) is complete so I am on to other things. I found this proposed contract from 2-14-2012 in my files today.

My questions are:

- 1) Is this still the version of the contract that is going around?
- 2) Glenn said that the price cannot increase within the 5 year time frame (but the cost could theoretically go down) – correct?
- 3) iFiber is likely (I hope) to light up in the Rockford area the first quarter of 2013 – yes?

Next month, the dreaded e-rate process begins again, the most despicable task that I must annually attend to. If the answers to the above Qs are yes, then I will forward the contract to the board of trustees for approval on Nov. 27th.

Thanks so much,

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

Subject: Re: iFiber and Cherry Valley area ??

Date: Thursday, September 19, 2013 9:13:34 AM Central Daylight Time

From: Herb Kuryliw

To: evek@cherryvalley.lib.il.us

Hi Eve,

We had to go through a lot of hurdles to get the connection into Cherry Valley. When we had to change from a river bore to a bridge attachment this required a completely new Environmental Assessment, programmatic approvals and financial approvals. We started that process back in February of 2012 and we were approved June 2013 to proceed. There were also some changes within the route Cherry Valley that had to go through the same process. On top of all of that, we had a difficult time dealing with the City of Rockford and the permitting process. They kept shutting us down for weeks on end due to some petty reasons. The construction of fiber for the Rockford area will be completed by the end of this month. However we will have to fly in a crew of people to start setting up the core networking and customer networks. I don't anticipate that you will see anything till the end of October.

Herb

>>> "Eve Kirk" <evек@cherryvalley.lib.il.us> 9/11/2013 2:06 PM >>>

Hi Herb,

I am writing to you, the big Kahuna, to ask if you know what the deal is with iFiber and nothing happening in Cherry Valley? Further, is there something I can do to help? The library has been existing on a cable connection with no redundant T-1 for 15 months. We've only been down once, taking a direct strike this spring to the cable that fried the cable connection, modem, and firewall. I see the little graph in the iFiber newsletter showing all the libraries and entities that have been connected, and here we sit.

Can you offer me some advice, condolence, assurance that the "light-up" stage will happen soon? Or is the city of Rockford holding this up?

Thanks, Herb. Hope all is well with you and Wendy and family.

Eve G. Kirk, Director
Cherry Valley Public Library District
755 E. State St.
Cherry Valley, IL 61016
www.cherryvalley.lib.il.us

Subject: RE: IES - Cyberschool Erate Bid Proposal - CHERRY VALLEY DISTRICT LIBRARY

Date: Thursday, December 20, 2012 10:49:09 AM Central Standard Time

From: Eve Kirk

To: erate@iescentral.com, mhernandez@iescentral.com

Mario,

Thank you for replying. At present, our annual cost for both email services and website hosting is far less than your quote. Again, thank you for taking the time to respond to our erate post.

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

From: erate@iescentral.com [mailto:erate@iescentral.com]

Sent: Thursday, December 20, 2012 10:37 AM

To: evek@cherryvalley.lib.il.us

Cc: admin@cherryvalley.lib.il.us

Subject: IES - Cyberschool Erate Bid Proposal - CHERRY VALLEY DISTRICT LIBRARY

Dear Eve G. Kirk:

Attached is a copy of our bid proposal to provide email services for
CHERRY VALLEY DISTRICT LIBRARY (Form 470 APP# 478330001083368).
Please let us know if you have any questions. You can reach us at 661.859.1900.

Thank you!



Mario Hernandez
E-Rate / Customer Support

"Making Information Technology Work for You"

www.cyberschool.com
Toll free: 1.877.495.3276
Phone: 661.859.1900
Fax: 661.859.1840

Subject: RE: Form 470 - Eve G. Kirk - Educational Networks Introduction
Date: Monday, December 24, 2012 10:25:04 AM Central Standard Time
From: Eve Kirk
To: 'Diane Nicoletti'

Thank you for your brochure. The library has developed and maintains its own website. In order for me to effectively respond, I would need to know basic prices for your hosting services.

Thank you,

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

From: Diane Nicoletti [mailto:diane.nicoletti@educationalnetworks.net]
Sent: Friday, December 21, 2012 9:19 PM
To: Eve G. Kirk
Subject: Form 470 - Eve G. Kirk - Educational Networks Introduction

Dear Eve G. Kirk,

We are responding to the Form 470 you recently posted for website design and maintenance services for CHERRY VALLEY DISTRICT LIBRARY.

At Educational Networks (www.educationalnetworks.net), we develop highly interactive, easy-to-use K-12 district and school websites. We custom design each website from scratch making sure it reflects the district and school's own unique culture and addresses its specific needs.

With our proprietary DistrictSitePro and SchoolSitePro Content Management System, your staff members will be able to post content to their own section on the website. These will include **online calendars, news sections, mailing lists, teacher pages, photo albums, videos, homework assignments**, and other dynamic features.

Our total solutions package includes everything a district and school may need for its public website: website development, content management system, unlimited storage, hosting and maintenance and unlimited technical support.

Our product's E-Rate eligibility rate is to be determined for the 2013-2014 funding year. We expect this determination around January. As a reference, our eligibility rate was 85% in the 2012-2013 funding year, and it is expected to be similar in the new funding year.

We are including our company brochure and would like to set up some time to further discuss our services with you.

Please feel free to contact us to set up an appointment at your office. We look forward to hearing

from you.

Sincerely,

Diane Nicoletti
EDUCATIONAL NETWORKS
80 Broad Street - 25th Floor
New York, NY 10004
Toll Free - (866) 526-0200
Email - dnicoletti@educationalnetworks.net
www.educationalnetworks.net

Subject: RE: IL - CHERRY VALLEY DIST LIBR - 470 APPLICATION # 478330001083368

Date: Friday, January 4, 2013 12:45:49 PM Central Standard Time

From: Eve Kirk

To: 'Treadway, Beth'

CC: benthes@cherryvalley.lib.il.us

Cameron,

Thank you for your proposal. We will consider it before deciding on a vendor and submitting the e-rate 471 form in Jan. 2013.

Best regards,

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

From: Treadway, Beth [mailto: Beth.Treadway@CenturyLink.com]

Sent: Wednesday, January 02, 2013 11:17 AM

To: 'evek@cherryvalley.lib.il.us'

Subject: IL - CHERRY VALLEY DIST LIBR - 470 APPLICATION # 478330001083368

Dear Ms. Eve G. Kirk:

CenturyLink appreciates the opportunity to bid on your service based on the information gathered from your 2013 E-Rate Form 470 Application.

We are submitting a proposal to provide long distance service.

If you have any questions or need any assistance in this process, please don't hesitate to call.

We hope that our bid is favorable and look forward to hearing from you soon.

Thank You,

Cameron Parker
Strategic Account Manager
Business Markets Group
Ofc: 312-498-0390
Email: Cameron.Parker@CenturyLink.com



Subject: RE: SchoolPointe 470 Post

Date: Friday, January 4, 2013 2:32:28 PM Central Standard Time

From: Eve Kirk

To: 'Josh Boyer'

Josh,

Our in-house staff designs and maintains the library's website. We pay \$200 a year for email and webhosting. Can you beat that?

Eve Kirk, Director
Cherry Valley Public Library District
755 E. State Street
Cherry Valley, IL 61016
Ph. 815.332.5161
www.cherryvalley.lib.il.us

From: Josh Boyer [mailto:jboyer@digitalschoolnetwork.com]

Sent: Friday, December 28, 2012 8:08 AM

To: evek@cherryvalley.lib.il.us

Subject: SchoolPointe 470 Post

I see that you have recently filled out your 470 application for web hosting. I realize you may have a provider in mind to go with, but I'd just ask that you take a few minutes to look at some of our company's work. SchoolPointe is 100% E-rate eligible for hosting and we have beautiful school designs. Our school website management system is in use in over 5000 school districts and we will provide you with stunning rates.

Schedule a demonstration today with sales team members.

Here are some of our features:

Alumni Module

Community Forums

Athletics

Blogging

Video Streaming

E-Communication

E-Survey

Dedicated Google Search tool

Teacher Webpages

1,500+ Image Gallery

Here are some of our client's designs:



If you have time, please contact us to find out how we can get your first year for just the cost of design! Our product is being used in over 5,000 School Districts across the country at the moment. We guarantee we offer much better design layouts, product functionality, and customer service than your current provider.

A Digital School Network Company | www.schoolpointe.com

3248 W. Henderson rd., Ste 104
Columbus, OH, 43220
866.545.2549
614.798.8199

Email Marketing by

This message was sent to evk@cherryvalley.lib.il.us from:

SchoolPointe | 3248 W. Henderson Rd. | Columbus, OH 43220

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